by and between Paul L. Brown, William C. Hardy and Charles D. Bowie, III,

Mortgagors, and MARYLAND NATIONAL BANK, a national banking association, Mortgagee;

WITNESSETH:

WHEREAS, it was a condition precedent to the making of such loan that the repayment thereof with interest should be secured by the execution of this Mortgage;

NOW THEREFORE, in consideration of the premises and the sum of one dollar and other good and valuable considerations, receipt whereof is hereby acknowledged, the Mortgagors grant, assign and convey unto the Mortgagee, its successors and assigns, all that lot or lots of ground situate in

and described as follows: all that lot or parcel of ground situate, lying and being on the south side of West South Street in Frederick City, Frederick County, Maryland, and improved with a two story brick dwelling house known and designated as 402 West South Street, it being the western half of a double brick dwelling house, and being more particularly described as follows:

BEGINNING for the lot herein intended to be conveyed at a point on the curb line on the south side of said West South Street, said point also being at the northwest corner of the lot herein being conveyed, and running thence south 155 feet 5 inches to a fence now standing on the rear of said lot, thence East across the rear of said lot 20.0 feet, more or less, to a division fence between the lot so as to run through the center of the division or adjoining party wall between houses Nos. 400 and 402 on said West South Street, 155 feet 5 inches, more or less, to the south curb line of said West South Street, with the right to the use of said party wall in common with the owner of the property adjoining the same on the East, thence West along the south curb line of said West South Street, 20.0 feet, more or less, to the place of beginning.

Being all and the same real estate conveyed unto Paul L. Brown and William C. Hardy and Charles D. Bowie, III, as tenants in common and not as joint tenants by Howard S. Stewart and Martha J. Stewart, his wife, by deed dated the 17th day of January, 1969, and recorded just prior to or simultaneously with the recording of this mortgage among the Land Records of Frederick County.

Reference to which Land Records is hereby made.

TOGETHER with the buildings and improvements thereupon and all the rights, roads, alleys, ways, waters, privileges, easements, profits and appurtenances thereunto belonging or in anywise appertaining, and including any right, title, interest and estate hereafter acquired by the Mortgagors in the property granted herein.

ALSO TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or lots of ground all building materials and other chattels on the premises intended to be incorporated in the improvements thereon, and all fixtures, equipment, accessories, and furniture which is attached to or affixed to the buildings and improvements, including kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air-conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now on or hereafter placed upon the lot or lots of ground are hereby declared to be by the Mortgagors fixtures and permanent additions to the realty and intended to be included as part of the lot or lots of ground hereby mortgaged.

TO HAVE AND TO HOLD the said lot or lots of ground, improvements and other property and rights described above (hereinafter collectively called the property) unto the Mortgagee, its successors and assigns in fee simple.

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